



METROPOLITAN TRANSPORTATION COMMISSION
SERVICE AUTHORITY FOR FREEWAYS AND EXPRESSWAYS

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Napa County and Cities

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Association of Bay Area Governments

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STEVE HEMINGER
Executive Director

ANDREW B. FREMIER
Deputy Executive Director

August 17, 2010

Solicitation of Quotations

Dear Vendors:

The Metropolitan Transportation Commission Service Authority for Freeways and Expressways (MTC SAFE), is inviting your company to respond to this Solicitation of Quotations (SOQ) to:

Provide a new 2010 or 2011 Ford Fusion Hybrid

Interested parties must provide a quote on the attached Quotation Form (Attachment B), based on the attached Specifications (Attachment A) by FAX or mail no later than 2:00 p.m., Tuesday, August 31, 2010. **Quotes received after that date and time will not be considered.** Quotes should be submitted to Jaime Maldonado, MTC SAFE, c/o Joseph P. Bort MetroCenter, 101 - 8th Street, Oakland, CA 94607, by FAX: 510/817-5848 or by e-mail to jmaldonado@mtc.ca.gov.

An award, if made, will be to the responsible bidder who submits the lowest quote on the attached Quotation Form for the specified equipment and/or services described in Attachment A.

The selected vendor may be asked to meet with MTC SAFE staff prior to issuance of a Purchase Order (PO). A copy of the terms and conditions in MTC SAFE's standard PO, with additional requirements applicable to this procurement, is included in this solicitation in Attachment C.

Please feel free to contact Jaime Maldonado at (510) 817-5707 or jmaldonado@mtc.ca.gov if you have any questions.

Very truly yours,

Andrew B. Fremier
Deputy Executive Director, Operations

AF: JM

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ATTACHMENT A

SPECIFICATIONS FOR A NEW 2010 or 2011 FORD FUSION HYBRID

1. Minimum Qualifications

Vendor must have maintained a license in the State of California as a dealer or seller of new Ford vehicles for the past two years.

2. Description of Equipment

Acceptable Model

2010 or 2011 Ford Fusion Hybrid

Acceptable Colors

Exterior: Ingot Silver Metallic, Sterling Grey Metallic, or Light Ice Blue Metallic

Interior: no preference

Required Accessories

Extra Master Key (Minimum 3 keys total)

3. License Plate/Registration

This vehicle is for governmental use and as such will require a "CA Exempt" license plate.

Acceptable Model

2010 or 2011 Ford Fusion Hybrid

4. Delivery

Delivery must be made to SAFE no later than 30 days from the date of Purchase Order (PO) issuance to the selected vendor to purchase the vehicle. MTC SAFE anticipates that it will issue a PO no later than September 15, 2010.

ATTACHMENT B QUOTATION FORM

I. Description of Price Items

	Unit Price
A. 2010 or 2011 Ford Fusion Hybrid Model Year: _____ Model Exterior Color: _____ Model Description : _____	\$
B. Required Accessories • Extra Master Key (Minimum 3 keys total)	\$
C. Destination Charge	\$
D. Applicable Sales Tax	\$
Total Bid Price of New Vehicle	\$

II. Earliest Delivery Date to SAFE:

III. Minimum Qualifications:

Yes No

Have you been regularly engaged in the business of selling new Ford
autos/trucks for at least 2 years?

IV. Signature of Authorizing Official

Name of Proposing Company	
Address, Street	
Address, City, State, Zip	
Phone Number	
Fax Number	
Email Address	
Name of Authorizing Official	
Signature	

ATTACHMENT C GENERAL CONDITIONS FOR PURCHASE ORDERS

1. **DEFINITIONS**
 - a. SAFE. Includes the Metropolitan Transportation Commission, the Metropolitan Transportation Commission Service Authority for Freeways and Expressways, or the Bay Area Toll Authority.
 - b. Supplier. The individual, firm, partnership, corporation or combination thereof to whom a Purchase Order is mailed or otherwise furnished by SAFE.
 - c. Contract. The legal agreement between SAFE and the Supplier, which includes the terms of any written solicitation of Bids or Proposals and any deviation from the written specifications expressly accepted by SAFE; the Supplier's bid, proposal, or offer; and all terms and conditions set forth in or attached to this Purchase Order. In the event of a conflict between one or more provisions of the Contract, the more specific or stringent provision with respect to Supplier's performance of the work shall apply.
2. **ACCEPTANCE OF OFFER**

This purchase order constitutes SAFE's acceptance of Supplier's offer and becomes a binding contract, as defined above, when it is signed by SAFE and mailed to Supplier. No revisions to or assignments of this order shall be valid unless in writing and signed by an authorized representative of SAFE.
3. **PERFORMANCE OF WORK**

Supplier shall accomplish all the work and furnish all materials necessary for the completion of the work in a good, workmanlike and thorough manner and to the satisfaction of SAFE, in accordance with the Contract.
4. **CONTRACT PRICE**

The firm fixed price(s) or other maximum payment set out in this purchase order, which includes full compensation to Supplier for performing all work required by the Contract, including all applicable federal, state and local taxes.
5. **VARIATION IN QUANTITY, QUALITY OR PERFORMANCE**

Any variation in the quantity, quality or performance of any item or service called for by this order shall be grounds for termination by default by SAFE, as provided in 8a, unless approved by SAFE in writing.
6. **PACKAGING AND CRATING**

All items shall be packed by Supplier in suitable containers for protection in shipment and storage. Prices set forth in this order include all charges for Supplier's packing, crating and marking for transportation to f.o.b. point.
7. **INSPECTION AND ACCEPTANCE**

Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejections, risk of loss will be on the Supplier.
8. **TERMINATION**
 - a. If Supplier fails to comply with any of the provisions of the Contract, or in the event Supplier becomes the subject of a proceeding under state or federal law for relief of creditors, or if Supplier makes an assignment for the benefit of creditors, SAFE shall have the right to hold Supplier in default and cancel this order in whole or in part. In each event, SAFE may obtain the items covered by the cancelled order from another Supplier and, if Supplier was selected as a result of a competitive procurement process, Supplier shall reimburse SAFE for the excess cost to SAFE, if any.
 - b. Without affecting its right to cancel this order under paragraph (a) above, SAFE may terminate this order in whole or in part prior to shipment of goods or provision of services at no cost by providing written notice to the Supplier. In such event, SAFE shall reimburse Supplier for non-recoverable costs incurred to date, not to exceed the Contract Price.
9. **SCHEDULE**

Unless otherwise agreed, material commitments and production arrangements should not be made by Supplier in excess of the amount or in advance of the time necessary to meet the specified delivery schedule. Time is of the essence in filling this order, and it is Supplier's responsibility to comply with SAFE's delivery directions and/or schedule. Failure to deliver any item or provide any service called for by the contract within the time called for shall be grounds for termination for default as provided in 8.a.
10. **INDEMNIFICATION**

Supplier shall indemnify and hold harmless SAFE and its officers, agents and employees from and against all claims, demands, suits, loss damage, injury and liability, including any and all costs and expenses incurred in connection therewith, however caused, resulting from, arising out of or in any way connected with Supplier's performance of the Contract, including delivery of materials or equipment to SAFE at the time and point of delivery indicated when delivery is an obligation of Supplier under the Contract.
11. **INDEPENDENT CONTRACTOR**

Supplier is an independent contractor and not an employee or agent of SAFE.
12. **PAYMENT**

Supplier shall submit an invoice to SAFE within thirty days after completion of work, unless otherwise specified in purchase order. SAFE will pay invoices no later than thirty (30) days after their receipt conditioned upon approval of work done and amount billed. Invoices shall be made in writing and delivered or mailed to SAFE as follows: Accounting Section, SAFE, Joseph P. Bort MetroCenter, 101 Eighth Street, Oakland, CA 94607-4700.